

Housing Regulations
Regulation # R700-01:HC-5

Chapter 5. Transitional Housing Program

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with Sections 6.01 (a) of the Housing Commission Ordinance, # 04-700-01, the Housing Commission hereby promulgates these regulations for a Transitional Housing Program.

1-2. *Purpose.* The purpose of this Chapter is to establish procedures for admission, occupancy and services the Tribe's Housing Department provides to a specific segment of the community in needs of short-term transitional housing. These regulations are designed to serve as:

- a. A policy for the Housing Department to use for Transitional housing requests.
- b. A document that provides for consistent, equitable, and uniform treatment of clients.
- c. A basis for decision-making by Housing Department staff.
- d. A training manual for newly-hired or appointed staff.

1-3. *Application.* These regulations are applicable only to tenants participating in the Transitional Housing Program.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word "shall" is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Housing Commission Ordinance are considered as defined for purposes of this Chapter.

2-2. *Transitional Resident* is defined as an individual or family that has moved to the area for employment purposes and is in the process of relocation from a prior place of residence that is more than 90 miles away from the current place of employment.

2-3. *Family* is defined in the same manner as in Chapter 1, Section 2, 2-6 of this Regulation.

Section 3. Eligibility Criteria

3-1. *Criteria.* An applicant is eligible for transitional housing if he is relocating to the area for employment purposes from 90 or more miles away from the new place of employment which is located on or near the Reservation. The applicant must present a utility bill or other proof of current physical residence and a copy of a letter or other document identifying the applicant's new place of employment and projected start date. In the Housing Department Director's judgment a transitional house may be leased to an applicant who does not strictly meet the above criteria, but who is in need of short term housing. The applicant shall be a Tribal member or an enrolled member of a Native American tribe. The Housing Department cannot provide housing to minors unless their parent and/or legal guardian accompany them.

Section 4. Requirements and Procedures

4-1. *Application.* Individuals seeking admission to a transitional housing unit should complete the Transitional Housing application.

4-2. *Procedure.* Completing an application does not guarantee immediate placement.

Transitional housing units are of limited availability, applicants meeting the eligibility criteria will be placed on a waiting list.

4-3. *Waiting List.* The Housing Department will maintain a waiting list of all eligible applicants for the transitional housing units. Applicants will be placed on the waiting list in order of application date, as noted by the “received” stamped on their completed application at the time of filing. The applicant’s name will remain on the list for a period of six months. At the end of the 6-month period, if the applicant still in need of housing, he/she should request his name be maintained in the list for an additional 6-month period. A new application and assessment should be performed if after a year an applicant has not found suitable housing and he/she is interested in continuing applying for Tribal housing. Such assessment will determine whether or not the applicant can be added to a new waiting list for an additional year term.

4-4. *Notices.* Applicants will be notified at the address recorded in the application when a housing unit becomes available. The applicant will have five (5) days to accept the assigned unit and execute the proper transitional housing lease.

4-5. *Furnishing.* Transitional housing units are furnished. At move in time, occupants will be asked to check and sign an inventory of the furnishings and its condition. Occupants are responsible for any damage to the furniture, appliances, or other household items listed in the inventory while they occupy the housing unit.

Section 5. Services offered at the transitional housing units

5-1. *Confidentiality.* The identity of the occupant of any transitional housing unit will be kept confidential. Only the occupant may authorize releasing such confidential information. The Housing Director may also authorize disclosing the name of the occupant of the transitional housing unit should that be necessary to assist him in his attempts to obtain permanent housing or other services. This disclosure may be in the form of references or to provide third parties information regarding length of stay at the transitional housing unit.

5-2 *Referrals.* The Housing Department will make transitional housing referrals to other Tribal or state service agencies as well as local real estate agencies. In addition, the Housing Department will make every effort to assist the tenant find suitable permanent housing.

Section 6. Length of Stay

6-1. *Nature of the Service.* The Tribe provides temporary housing to its members through the Transitional Housing Program. This is a temporary solution and the assigned housing unit is not a permanent residence, thus the Housing Department will require transitional housing tenants to actively look for a permanent place of residence.

6-2. *Duty to Report.* The transitional housing tenant must report weekly to the Housing Department with a list of units they have looked at as potential permanent places of residence. The transitional housing tenant will have to include in his report the reasons why the housing options offered do not match his needs. The transitional housing tenant must include in that list only houses that are within his declared budget range. Housing outside of the calculated reasonable rental does not constitute a valid excuse to deny a housing option.

6-3 *Maximum Length of Stay.* The transitional housing tenant’s length of stay is limited to a maximum of 90 days; provided, however, that the Housing Commission shall have discretion to extend this 90 day period only after being fully apprised of the circumstances and assessing the seriousness of the emergency. The Housing Commission may consider any and all

circumstances involved with the tenant's request, including but not limited to whether the tenant has abided by all Housing Regulations. The Housing Commission shall determine whether or not it will require the transitional housing tenant to appear before it for a hearing on his/her request for an extension. Extensions may only be granted in 30-day increments, and no more than two 30-day extensions shall be granted to any one tenant. The tenant shall vacate the housing unit upon expiration of any extension period granted under this subsection.

6-4 Final Decision. A decision rendered by the Housing Commission on whether to grant or deny an extension to remain in a transitional housing unit shall be in writing and shall be final and may not be appealed.

Section 7. Rent and Occupancy Charges

7-1. *Transitional housing rent.* The amount of required rent payment will be determined at the initial admission and occupancy and will be set in the lease agreement. Transitional Housing units are rented at market value. The rent payment includes utilities (electric, heating and water) as well as insurance of the premises against loss by fire and other hazards. The transitional housing tenant shall be responsible for obtaining appropriate insurance levels for personal belongings.

7-2. *Other Charges.* Additional charges other than the rent payments or occupancy charges may be required for damages caused to the rental unit, property grounds or its furnishings.

7-3. *Due Date for Rent and Other Charges.* All rents for the current month shall be paid on or before the 1st day of each month without billing/prior notice, other charges are due upon billing. Payments not received on or before this date will be considered delinquent, unless the transitional housing tenant has entered into a written Payment Agreement with the Housing Department to pay the amount due at a later date.

7-4. *Payment Agreements.* If a transitional housing tenant is unable to make his payment for current rent or other charges when due, the transitional housing tenant may request a one-time extension from the Housing Director. Extensions shall be authorized and documented by execution of a "Payment Agreement" between the transitional housing tenant and the Tribe. A Payment Agreement may include provisions allowing a one-time delayed payment of rent or other charges. The Payment Agreements must include a schedule for repayment of any amounts that are delinquent. Tenants are encouraged, and may be required, to agree to have direct payments made to the Housing Department in the form of wage assignments, within the limits allowed by the law.

7-5. *Payment Agreement Approval.* The Housing Director, will approve the request for a one-time Payment Agreement in situations of unusual temporary financial hardship, such as unusual and unexpected family expenses as a result of a death in the family or high medical expenses not covered by insurance. The term "unusual and unexpected family expenses" do not include higher than usual normal expenses such as grocery bills, utility bills or store bills; or sudden loss of income.

7-6. *Payment Agreement Denial.* If the Housing Director denies a transitional housing tenant's request to enter into, or renegotiate, a Payment Agreement, the tenant may appeal the decision to the Housing Commission according to section 6.03(a)(1) of the Housing Commission Ordinance.

7-7. *Binding Agreement.* Payment Agreements are binding and must be honored by the tenant. Tenants who fail to make good faith efforts to comply with the terms of a Payment Agreement may forfeit their right to obtain further additional time to cure a delinquency. A Notice of

Termination will be issued and eviction proceedings instituted, if the Director determines that a tenant has failed to make good faith efforts to honor the obligations under a Payment Agreement.

7-8. *Notice of Delinquency.* All tenant's accounts will be reviewed by the Director. If a tenant is still delinquent on the twentieth-fifth (25th) day of the month, a "Notice of Delinquency" will be sent to the tenant by the Director. The Notice of Delinquency will state the following:

- a. The type of charge (rent, other charges) that is delinquent;
- b. The date the rent or other charges were due;
- c. The amount of rent or other charges the tenant is in arrears;
- d. A statement that asks the tenant to pay the arrearage upon receipt.
- e. If payment cannot be made upon receipt, notice that the tenant must, within seven (7) days of the date of the Notice, contact the Housing Department to discuss the situation and make arrangements to correct the delinquency.

7-9. *Notice of Termination.* If within ten (10) days after the date of the Notice of Delinquency, a tenant refuses or fails to respond to the Notice or fails to either (a) pay the delinquent account; or (b) execute a Payment Agreement, the Director or any Housing Department Administrative Assistant duly appointed to that effect, shall hand deliver, or send by certified mail a "Notice of Termination" to the tenant. The Notice of Termination shall notify the tenant that he has thirty (30) days to either: (a) meet with the Director and explain his actions and work out a repayment plan; or (b) vacate the premises. The Notice of Termination shall state the following:

- a. The type of charge (rent, other charges) that is delinquent;
- b. The date the rent or other charges were due;
- c. The total amount of rent or other charges the tenant is in arrears, including any additional amounts that have become delinquent since the first and Second Notice of Delinquency were sent;
- d. Notice that the tenant must pay the rent or other charges in arrears upon receipt, or that he should schedule a meeting with the Director within the period of time stated above, or that he should vacate the premises upon expiration of the 30 days from the date of the Notice of Termination in order to avoid eviction proceedings.

7-10. *Unlawful Detainer Proceedings, Effects of Leaving with a Delinquency, and Collection of Delinquency.* Apply to transitional housing tenants in the same manner as in Chapter 4, Rent Payments, Collection and Eviction Procedures for Low Income Elder and Tribally Owned Rental Homes.

Section 8. Security Deposits

8-1. *Security Deposits Required.* A security deposit is required to be paid by each transitional housing applicant selected for a rental unit. The security deposit shall not exceed one month's rent.

8-2 *Use of Security Deposit.* Security deposit funds may be used only to reimburse the Tribe for actual damages not reasonably expected in the normal course of habitation and/or to pay the Tribe for rent in arrearage, rent due for the premature termination of the rental agreement, cost of towing of junk cars, pet control and for excessive use of utilities as determined by the Housing Department based on an average consumption table which is made known to the tenant prior to occupancy. Security deposits may not be applied toward the payment of rent or other charges while the tenant occupies the rental unit.

8-3. *Reimbursement of Security Deposit.* Security deposit reimbursement shall be processed as

set forth in Chapter 4, Rent Payments, Collection and Eviction Procedures for Low Income Elder and Tribally Owned Rental Homes.

Section 9. Automatic Payments and Payments in Advance

9-1. *Automatic Payments.* The Housing Department offers the option to receive automatic electronic payments. To that effect the Housing Department will cooperate with the transitional housing tenants to make arrangements with tenants' employer or source of income to automatically deduct rent from his paycheck.

9-2. *Payments in Advance.* The Housing Department will accept advance payments for the entire period of the transitional housing rent. The Housing Department will issue the tenant a receipt stating the total amount received. The receipt will also include any additional charges the tenant may be subject to or any credit balance he may be entitled to as a consequence of changes that may have taken place in the rent charges structure during the time covered by the advance payment.

Section 10. Grievances

10-1. *Right to Appeal.* If a tenant disagrees with any action or decision of the Housing Director or an enforcement measure of a Housing Department' staff, he may make an appeal as provided for in Section 6.03 of the Housing Commission Ordinance.

10-2. *Duty to Pay Rent while Appeal is Pending.* In no case may a tenant withhold rent or payment of other charges while the appeal action is pending. If the appeal refers to disputed rent or other charges, the tenant's payments will be kept on a separate account until the appeal is decided. If a tenant fails to pay rent or other charges while awaiting a decision on an appeal, the tenant will lose his right to continue with the appeal.

Section 11. Illegal Drug Activities

11-1 *Prohibition of Illegal Drug Activities.* As per Chapter 3, Section 4, 4-5 (o), any conviction, including "no contest" pleas, for a drug related criminal activity shall be grounds for immediate termination of the lease agreement. The Tribe is authorized to commence immediate proceedings to evict that tenant in accordance with Chapter 4, Rent Payments, Collection and Eviction Procedures for Low Income Elder and Tribally Owned Rental Homes.

Section 12. Adoption; Amendment; Repeal

12-1. *Adoption.* This Chapter is adopted by Resolution of The Housing Commission on its regular meeting on 02/03/2005 and approved by Tribal Council on 02/16/2005.

12-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must be adopted and approved in the same manner as set forth in section 12-1.

12-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

12-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.

12-5. *Sovereign Immunity*. Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

12-6. *Effective Date*. This Regulation shall take effect on the date of Tribal Council approval.